

17955  
SEP 29 1992  
INTERSTATE COMMERCE COMMISSION  
ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N.W.  
SUITE 200  
WASHINGTON, D.C.  
20006-2973

17955 -A  
SEP 29 1992  
INTERSTATE COMMERCE COMMISSION

OF COUNSEL  
URBAN A. LESTER

(202) 393-2266  
(202) 393-2156

17955 -B

September 29, 1992

17955 -C

2-273A050

SEP 29 2 04 PM '92  
REC'D. OF COMM. DIVISION

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

SEP 29 1992  
INTERSTATE COMMERCE COMMISSION

17955 -A  
-B  
-C

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) fully executed and acknowledged copies each of 1) an Equipment Lease 1992-A dated as of September 15, 1992 and 2) a Security Agreement-Trust Deed 1992-A dated as of September 15, 1992 (each a "primary document"); and 3) a Lease Supplement No. 1 dated September 29, 1992 and 4) a Security Agreement-Trust Deed 1992-A Supplement No. 1 dated September 29, 1992 (each a "secondary document").

The names and addresses of the parties to the foregoing documents are:

Equipment Lease and Supplement No. 1

Lessor: The Connecticut National Bank, ss Trustee  
777 Main Street  
Hartford, Connecticut 06115

Lessee: Amoco Chemical Company  
200 East Randolph Drive  
Chicago, Illinois 60601

Counterparts -

Mr. Sidney L. Strickland, Jr.  
September 29, 1992  
Page Two

Security Agreement-Trust Deed and Supplement No. 1

Debtor: The Connecticut National Bank , as Trustee  
777 Main Street  
Hartford, Connecticut 06115

Secured Party: LaSalle National Bank  
135 South LaSalle Street  
Chicago, Illinois 60603

A description of the railroad equipment covered by the foregoing documents is set forth in ANNEX I to the Lease Supplement No. 1.

Also enclosed is a check in the amount of \$64 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

A short summary of the enclosed documents to appear in the Commission Index is:

Equipment Lease 1992-A dated as of September 15, 1992 between The Connecticut National Bank, as Trustee, Lessor, and Amoco Chemical Company, Lessee, as supplemented by a Lease Supplement No. 1 dated September 29, 1992; and a Security Agreement-Trust Deed 1992-A dated as of September 15, 1992 between The Connecticut National Bank, as Trustee, Debtor, and LaSalle National Bank, Secured Party, as supplemented by Security Agreement-Trust Deed 1992-A Supplement No. 1 dated September 29, 1992, covering 193 covered hopper cars bearing AMCX reporting marks and road numbers.

Very truly yours,

  
Charles T. Kappler

CTK/bg  
Enclosures

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AMOCO CHEMICAL TRUST 1992-A

LEASE SUPPLEMENT NO. 1

LEASE SUPPLEMENT NO. 1, dated September 29, 1992 (this "Supplement"), between AMOCO CHEMICAL COMPANY, a Delaware corporation (the "Lessee"), and THE CONNECTICUT NATIONAL BANK, a national banking association, acting not in its individual capacity but solely as Trustee ("Trustee") under a Trust Agreement 1992-A which creates a trust referred to as Amoco Chemical Trust 1992-A, dated as of September 15, 1992, with BANC ONE EQUIPMENT FINANCE, INC., an Indiana corporation ("Owner").

W I T N E S S E T H:

WHEREAS, the Trustee and the Lessee heretofore have entered into that certain Equipment Lease 1992-A, dated as of September 15, 1992 (herein, together with any amendments and supplements heretofore made thereto, the "Lease"); and

WHEREAS, the Lease provides for the execution and delivery on the Closing Date (such term and other defined terms in the Lease being herein used with the same meanings) of a Supplement thereto substantially in the form hereof;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Trustee and the Lessee agree as follows:

1.01 Acceptance and Lease. The Lessee hereby acknowledges and confirms that on the date hereof the Units described in Annex I hereto have been unconditionally accepted by the Lessee from the Trustee and are now leased under the Lease and have been marked in accordance with Section 5 of the Lease. The Units being accepted hereby are located in various jurisdictions, but none of the Units being accepted hereby is located in, or being accepted in, Chicago, Illinois.

1.02 Periodic Rentals, Casualty Values and Termination Values. Attached as Annex II and Annex III hereto are the Periodic Rentals and Casualty Values and Termination Values, respectively, for the Units covered by this Supplement.

2. Miscellaneous. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Supplement may refer to the Lease without making specific reference hereto, but nevertheless all such references shall be deemed to include this Supplement unless the context thereof shall otherwise require.

This Supplement shall be construed in connection with and as a part of the Lease, and all terms, conditions and covenants contained therein, as herein modified, shall be and remain in full force and effect.

This Supplement may be executed in several counterparts, such counterparts together constituting but one and the same agreement. To the extent, if any, that this Lease Supplement constitutes chattel paper (as defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest may be created through the transfer of any counterpart other than the "original" counterpart which is deemed to be the counterpart containing the receipt therefor executed by the Indenture Trustee on the signature page thereof.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

LESSEE:

AMOCO CHEMICAL COMPANY

By: A. McCaughan  
Name: A. McCaughan  
Title: Vice President

CORPORATE SEAL:

ATTEST:

By: Karen A. Hugen  
Name: KAREN A. HUGEN  
Title: ASSISTANT SECRETARY

TRUSTEE:

THE CONNECTICUT NATIONAL BANK,  
not in its individual capacity,  
but solely as Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CORPORATE SEAL:

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

LESSEE:

AMOCO CHEMICAL COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


CORPORATE SEAL:

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TRUSTEE:

THE CONNECTICUT NATIONAL BANK,  
not in its individual capacity,  
but solely as Trustee

By:  \_\_\_\_\_  
Name: ALAN B. COFFEY  
Title: TRUST OFFICER

CORPORATE SEAL:

ATTEST:

By:  \_\_\_\_\_  
Name: MICHAEL M. HOPKINS  
Title: VICE PRESIDENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ of September, 1992, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, say that they are \_\_\_\_\_ and \_\_\_\_\_, respectively of THE CONNECTICUT NATIONAL BANK, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

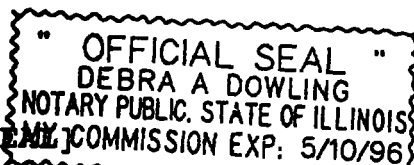
[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 25th day of September, 1992, before me personally appeared A. McCausland and Karen A. Haughey, to me personally known, who being by me duly sworn, say that they are Vice President and Asst Secretary, respectively, of AMOCO CHEMICAL COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]



Debora A. Dowling  
Notary Public

My commission expires: 5-10-96

STATE OF CONNECTICUT )  
 )  
COUNTY OF HARTFORD ) SS

On this \_\_\_\_ of September, 1992, before me personally appeared ALAN B. COFFEY and MICHAEL M. HOPKINS, to me personally known, who being by me duly sworn, say that they are Trust Officer and Vice President, respectively of THE CONNECTICUT NATIONAL BANK, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Susan P. McNally  
Notary Public

SUSAN P. MCNALLY  
NOTARY PUBLIC  
MY COMM. EXPIRES MARCH 31, 1995

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS

On this \_\_\_\_ day of September, 1992, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, say that they are \_\_\_\_\_ and \_\_\_\_\_, respectively, of AMOCO CHEMICAL COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

Description of Units

The units comprise 193 plastic pellet covered hopper cars with stub center sills and pneumatic discharge manufactured by Trinity Industries, Inc., Specification No. PSM-1120-5, dated November 25, 1991. Each car has a capacity of 5,851 cubic feet and 100 tons. Car numbers are as follows:

AMCX 107925	AMCX 107973	AMCX 108017	AMCX 108058
AMCX 107933	AMCX 107974	AMCX 108018	AMCX 108059
AMCX 107934	AMCX 107975	AMCX 108019	AMCX 108062
AMCX 107935	AMCX 107976	AMCX 108020	AMCX 108065
AMCX 107936	AMCX 107977	AMCX 108021	AMCX 108067
AMCX 107937	AMCX 107978	AMCX 108022	AMCX 108069
AMCX 107938	AMCX 107979	AMCX 108023	AMCX 108070
AMCX 107939	AMCX 107981	AMCX 108024	AMCX 108071
AMCX 107940	AMCX 107982	AMCX 108025	AMCX 108074
AMCX 107941	AMCX 107983	AMCX 108026	AMCX 108075
AMCX 107942	AMCX 107985	AMCX 108027	AMCX 108076
AMCX 107943	AMCX 107986	AMCX 108028	AMCX 108077
AMCX 107944	AMCX 107987	AMCX 108029	AMCX 108078
AMCX 107945	AMCX 107988	AMCX 108030	AMCX 108079
AMCX 107946	AMCX 107989	AMCX 108031	AMCX 108082
AMCX 107947	AMCX 107990	AMCX 108032	AMCX 108084
AMCX 107948	AMCX 107991	AMCX 108033	AMCX 108085
AMCX 107949	AMCX 107992	AMCX 108034	AMCX 108086
AMCX 107950	AMCX 107993	AMCX 108035	AMCX 108087
AMCX 107951	AMCX 107994	AMCX 108036	AMCX 108088
AMCX 107952	AMCX 107995	AMCX 108037	AMCX 108089
AMCX 107953	AMCX 107996	AMCX 108038	AMCX 108090
AMCX 107954	AMCX 107997	AMCX 108039	AMCX 108091
AMCX 107955	AMCX 107998	AMCX 108040	AMCX 108092
AMCX 107956	AMCX 107999	AMCX 108041	AMCX 108093
AMCX 107957	AMCX 108000	AMCX 108042	AMCX 108094
AMCX 107958	AMCX 108001	AMCX 108043	AMCX 108096
AMCX 107959	AMCX 108002	AMCX 108044	AMCX 108098
AMCX 107960	AMCX 108003	AMCX 108045	AMCX 108099
AMCX 107961	AMCX 108004	AMCX 108046	AMCX 108103
AMCX 107962	AMCX 108006	AMCX 108047	AMCX 108106
AMCX 107963	AMCX 108007	AMCX 108048	AMCX 108107
AMCX 107964	AMCX 108008	AMCX 108049	AMCX 108111
AMCX 107965	AMCX 108009	AMCX 108050	AMCX 108113
AMCX 107966	AMCX 108010	AMCX 108051	AMCX 108114
AMCX 107967	AMCX 108011	AMCX 108052	AMCX 108115
AMCX 107968	AMCX 108012	AMCX 108053	AMCX 108116
AMCX 107969	AMCX 108013	AMCX 108054	AMCX 108117
AMCX 107970	AMCX 108014	AMCX 108055	AMCX 108118
AMCX 107971	AMCX 108015	AMCX 108056	AMCX 108119
AMCX 107972	AMCX 108016	AMCX 108057	AMCX 108121

ANNEX I  
(to Lease Supplement No. 1)

Description of Units  
(cont.)

AMCX 108122	AMCX 108135	AMCX 108146	AMCX 108159
AMCX 108124	AMCX 108138	AMCX 108147	AMCX 108160
AMCX 108125	AMCX 108139	AMCX 108148	AMCX 108162
AMCX 108126	AMCX 108140	AMCX 108149	AMCX 108165
AMCX 108127	AMCX 108141	AMCX 108151	AMCX 108170
AMCX 108129	AMCX 108142	AMCX 108152	AMCX 108171
AMCX 108133	AMCX 108143	AMCX 108154	AMCX 108172
			AMCX 108174

**ANNEX II**  
**(to Lease Supplement No. 1)**

**Periodic Rentals**

The Purchase Price used to calculate the dollar equivalents of the Basic Rental is \$10,547,922.25; (% EC) means percentage of Purchase Price; provided that the Periodic Rental due on any date shall be an amount equal to the percentage set forth opposite such date multiplied by the aggregate Purchase Price of the units then subject to this Lease.

Date	Arrears	Advance	Total	(% EC) Arrears	(% EC) Advance	(% EC) Total
28-Mar-93	\$0.00	\$0.00	\$0.00	0.00000000%	0.00000000%	0.00000000%
28-Sep-93	\$0.00	\$0.00	\$0.00	0.00000000%	0.00000000%	0.00000000%
28-Mar-94	\$800,844.70	\$0.00	\$800,844.70	7.59244030%	0.00000000%	7.59244030%
28-Sep-94	\$0.00	\$0.00	\$0.00	0.00000000%	0.00000000%	0.00000000%
28-Mar-95	\$800,844.70	\$0.00	\$800,844.70	7.59244030%	0.00000000%	7.59244030%
28-Sep-95	\$0.00	\$0.00	\$0.00	0.00000000%	0.00000000%	0.00000000%
28-Mar-96	\$800,844.70	\$0.00	\$800,844.70	7.59244030%	0.00000000%	7.59244030%
28-Sep-96	\$0.00	\$0.00	\$0.00	0.00000000%	0.00000000%	0.00000000%
28-Mar-97	\$800,844.71	\$0.00	\$800,844.71	7.59244040%	0.00000000%	7.59244040%
28-Sep-97	\$0.00	\$0.00	\$0.00	0.00000000%	0.00000000%	0.00000000%
28-Mar-98	\$800,844.71	\$0.00	\$800,844.71	7.59244040%	0.00000000%	7.59244040%
28-Sep-98	\$273,272.20	\$0.00	\$273,272.20	2.59076805%	0.00000000%	2.59076805%
28-Mar-99	\$527,572.49	\$0.00	\$527,572.49	5.00167215%	0.00000000%	5.00167215%
28-Sep-99	\$263,227.34	\$0.00	\$263,227.34	2.49533736%	0.00000000%	2.49533736%
28-Mar-2000	\$537,617.36	\$0.00	\$537,617.36	5.09690295%	0.00000000%	5.09690295%
28-Sep-2000	\$252,388.93	\$0.00	\$252,388.93	2.39278337%	0.00000000%	2.39278337%
28-Mar-2001	\$548,456.25	\$0.00	\$548,456.25	5.19966148%	0.00000000%	5.19966148%
28-Sep-2001	\$241,934.66	\$0.00	\$241,934.66	2.29367125%	0.00000000%	2.29367125%
28-Mar-2002	\$558,910.03	\$0.00	\$558,910.03	5.29876896%	0.00000000%	5.29876896%
28-Sep-2002	\$234,344.59	\$0.00	\$234,344.59	2.22171325%	0.00000000%	2.22171325%
28-Mar-2003	\$566,500.10	\$634,674.65	\$1,201,174.75	5.37072692%	6.01705848%	11.38778540%
28-Sep-2003	\$0.00	\$344,135.61	\$344,135.61	0.00000000%	3.26259145%	3.26259145%
28-Mar-2004	\$0.00	\$761,331.94	\$761,331.94	0.00000000%	7.21783800%	7.21783800%
28-Sep-2004	\$0.00	\$217,478.32	\$217,478.32	0.00000000%	2.06181194%	2.06181194%
28-Mar-2005	\$0.00	\$816,670.64	\$816,670.64	0.00000000%	7.74247876%	7.74247876%
28-Sep-2005	\$0.00	\$162,139.55	\$162,139.55	0.00000000%	1.53717051%	1.53717051%
28-Mar-2006	\$0.00	\$843,587.86	\$843,587.86	0.00000000%	7.99766855%	7.99766855%
28-Sep-2006	\$0.00	\$135,222.33	\$135,222.33	0.00000000%	1.28198072%	1.28198072%
28-Mar-2007	\$0.00	\$872,718.97	\$872,718.97	0.00000000%	8.27384720%	8.27384720%
28-Sep-2007	\$0.00	\$106,091.21	\$106,091.21	0.00000000%	1.00580197%	1.00580197%
28-Mar-2008	\$0.00	\$904,246.08	\$904,246.08	0.00000000%	8.57274123%	8.57274123%
28-Sep-2008	\$0.00	\$74,564.09	\$74,564.09	0.00000000%	0.70690785%	0.70690785%
28-Mar-2009	\$0.00	\$938,366.26	\$938,366.26	0.00000000%	8.89621897%	8.89621897%
28-Sep-2009	\$0.00	\$40,443.91	\$40,443.91	0.00000000%	0.38343011%	0.38343011%
28-Mar-2010	\$0.00	\$975,292.79	\$975,292.79	0.00000000%	9.24630242%	9.24630242%
28-Sep-2010	\$0.00	\$3,517.38	\$3,517.38	0.00000000%	0.03334666%	0.03334666%
28-Mar-2011	\$0.00	\$978,810.26	\$978,810.26	0.00000000%	9.27964993%	9.27964993%
28-Sep-2011	\$0.00	\$0.00	\$0.00	0.00000000%	0.00000000%	0.00000000%
28-Mar-2012	\$0.00	\$978,810.26	\$978,810.26	0.00000000%	9.27964993%	9.27964993%
28-Sep-2012	\$0.00	\$0.00	\$0.00	0.00000000%	0.00000000%	0.00000000%
<hr/>						
	\$8,608,447.47	\$9,788,102.11	\$17,796,549.58	75.92440748%	92.79649468%	168.72090217%

ANNEX III  
(to Lease Supplement No. 1)

Casualty Values; Termination Values

Values are net of any arrears rent due that day.

Date	Termination Values	Casualty Values
28-Mar-93	107.74731702%	107.74731702%
28-Sep-93	112.18392547%	112.18392547%
28-Mar-94	108.74907522%	108.74907522%
28-Sep-94	112.59357454%	112.59357454%
28-Mar-95	108.68256241%	108.68256241%
28-Sep-95	112.15337916%	112.15337916%
28-Mar-96	107.88062866%	107.88062866%
28-Sep-96	111.03895488%	111.03895488%
28-Mar-97	106.93224663%	106.93224663%
28-Sep-97	109.44207821%	109.44207821%
28-Mar-98	104.68401136%	104.68401136%
28-Sep-98	104.74559155%	104.74559155%
28-Mar-99	102.65928033%	102.65928033%
28-Sep-99	103.06843470%	103.06843470%
28-Mar-2000	100.86397466%	100.86397466%
28-Sep-2000	101.26596240%	101.26596240%
28-Mar-2001	98.87266154%	98.87266154%
28-Sep-2001	99.29052791%	99.29052791%
28-Mar-2002	96.71417263%	96.71417263%
28-Sep-2002	97.11326716%	97.11326716%
28-Mar-2003	94.37375692%	94.37375692%
28-Sep-2003	90.63549977%	90.63549977%
28-Mar-2004	89.63232473%	89.63232473%
28-Sep-2004	84.50010828%	84.50010828%
28-Mar-2005	84.53927927%	84.53927927%
28-Sep-2005	76.69766753%	76.69766753%
28-Mar-2006	79.09397574%	79.09397574%
28-Sep-2006	72.81674128%	72.81674128%
28-Mar-2007	73.29436564%	73.29436564%
28-Sep-2007	66.55356210%	66.55356210%
28-Mar-2008	67.12737072%	67.12737072%
28-Sep-2008	59.89323336%	59.89323336%
28-Mar-2009	60.57962180%	60.57962180%
28-Sep-2009	52.82077223%	52.82077223%
28-Mar-2010	53.63875488%	53.63875488%
28-Sep-2010	45.32126357%	45.32126357%
28-Mar-2011	45.26800267%	45.26800267%
28-Sep-2011	37.67836516%	37.67836516%
28-Mar-2012	38.41129621%	38.41129621%
28-Sep-2012	29.56711960%	29.56711960%
28-Mar-2013	30.00000010%	30.00000010%